

**Hearing Date / Time: December 20, 2022, 10amET**  
**Objection Deadline: January 13<sup>th</sup>, 4pmET**

Marc Benzaken

*Pro se Celsius creditor*

Marc.benzaken@gmail.com

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

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In re:

CELSIUS NETWORK LLC, *et al.*,<sup>1</sup>

Debtors.

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Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered.)

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**NOTICE OF HEARING ON MARC BENZAKEN'S MOTION SEEKING A RULING FROM  
THIS COURT THAT THE ASSETS IN HIS EARN AND CUSTODY ACCOUNT ARE NOT  
PROPERTY OF THE ESTATE UNDER 11 USC § 541**

I, Marc Benzaken, am a Pro se unsecured Celsius Network LLC *et al.* creditor, an unaccredited investor, with residence in the State of New Jersey, USA, humbly submit this motion ("the Motion") for the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order") that the assets in my Earn and Custody accounts are not property of the estate under 11 USC § 541.

**PLEASE TAKE NOTICE** that a hearing on Michael Benzaken's Motion Seeking a Ruling From This Court That Stablecoins and Assets in Earn Currently Held by Celsius *et. al.* are not property of the estate, that Michael Benzaken's Returned Collateral, Outstanding Collateral, as well as all Assets on his Celsius User Account, Are Not, Nor Have They Ever Been, Nor Ought They Ever Be Property of the Estate Under 11 USC § 541 (the "Motion") will be held on December 20, 2022 at 10:00am (prevailing Eastern Time) (the "Hearing").

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

**PLEASE TAKE FURTHER NOTICE** that in accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted remotely using Zoom for Government. Parties wishing to appear at the Hearing, whether making a “live” or “listen only” appearance before the Court, need to make an electronic appearance through the Court’s website at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl>. Electronic appearances (eCourtAppearances) need to be made by 4:00 p.m. (prevailing Eastern Time), the business day before the Hearing (i.e., on December 19, 2022).

**PLEASE TAKE FURTHER NOTICE** that due to the large number of expected participants in the Hearing and the Court’s security requirements for participating in a Zoom for Government audio and video hearing, all persons seeking to attend the Hearing at 10am (prevailing Eastern Time) on December 20, 2022, must connect to the Hearing beginning at 9am. (prevailing Eastern Time). When parties sign in to Zoom for Government and add their names, they must type in the first and last name that will be used to identify them at the Hearing. Parties that type in only their first name, a nickname or initials will not be admitted into the Hearing. When seeking to connect for either audio or video participation in a Zoom for Government Hearing, you will first enter a “Waiting Room,” in the order in which you seek to connect. Court personnel will admit each person to the Hearing from the Waiting Room after confirming the person’s name (and telephone number, if a telephone is used to connect) with their eCourtAppearance. Because of the large number of expected participants, you may experience a delay in the Waiting Room before you are admitted to the Hearing.

**PLEASE TAKE FURTHER NOTICE** that any responses or objections to the relief requested in the Motion shall: (i) be in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; (iii) be filed electronically with the Court on the docket of In re Celsius Network LLC, No. 22-10964 (MG) by registered users of the Court’s electronic filing system and in accordance with all General

Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York (which are available on the Court's website at <http://www.nysb.uscourts.gov>); and (iv) be served so as to be actually received by January 13, 2022, at 5:00 p.m. (prevailing Eastern Time), by (a) Michael Benzaken, the undersigned *pro se* creditor, (b) the entities on the Master Service List available on the case website of the above-captioned debtors at <https://cases.stretto.com/celsius>, and (c) any person or entity with a particularized interest in the subject matter of the Motion.

**PLEASE TAKE FURTHER NOTICE** that only those responses or objections that are timely filed, served, and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by Michael Benzaken(as defined in the Motion).

**PLEASE TAKE FURTHER NOTICE** that copies of the Motion and other pleadings filed in these chapter 11 cases may be obtained free of charge by visiting the website of Stretto at <https://cases.stretto.com/celsius>. You may also obtain copies of the Motion and other pleadings filed in these chapter 11 cases by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

**Dated: November 21, 2022**  
**Fort Lee, New Jersey**

/s/ Michael Benzaken  
Michael Benzaken  
[michael.benzaken@gmail.com](mailto:michael.benzaken@gmail.com)

**Your Honor,**

1. Per my Login History, Exhibit B, it would appear my account set up and TOS acceptance occurred no later than 6.7.21 12.27.21, until I logged in post-Celsius Bankruptcy filings, days before filing this motion, upon my brother, Michael Benzaken's, insistence that I do so. Thus, per my user Log-in activity, I hope this shows as sufficed proof that I never consented to any other TOS other than that upon my initial sign up.
2. Per my exported transaction history that I exported during my tax filings prior to last transaction and log-in (so, prior to or on 21.27.21), per my transaction history exported as a .csv file at that time (Exhibit B), this reaffirms I had never accepted any new TOS other than that which I was originally bound upon sign up, likely on 6.7.21. I do not recall any TOS change during the few months of transactions I had, and it looks to me as documented per (Exhibit C), that no TOS was changed in between 10.31.21 and 12.10.21.
3. Finally, and most concerningly, upon my 7.25.22 log in event, I saw the following popups per (Exhibit D). These messages in effect were coercive as there was no way for me to do anything other than view my account balance. The only option made available was to contact customer support, meaning that had I refused the new TOS (Version 8), then I did not have the option at hand to immediately withdraw my assets from the Celsius application and thus still be bound to the original TOS with which I had consented. Upon refusing to be accepted TOUV8, effective April 14, 2022, and per my last transaction, 12.10.21 (Exhibit B), this means that there was nonacceptance of any TOUV8 and as such I should be bound to TOUV7 (wherein, as an unaccredited investor and given no custody option existed In TOU7), after reasonable time of non-acceptance of TOU8 my holdings should have relocated to Custody.
4. Note that at no time through my log in history did any TOS Representation sent to me, per my log in history, enclosed herein, indicated any change of ownership and any material difference that I accepted or quite frankly knew had occurred of the terms in Celsius TOU since my final date of log-in. Had I been given call after 1mo of non-acceptance given my absence of transaction history throughout 2022, that would have been sufficient notice whereby I may have agreed or disagreed to the new Earn terms. No such call existed and so reasonable efforts were not made, given my lack of history within the app, to alert me to if any material change was made in TOU and that if I would consent to such changes or not. Had I been notified; I would have immediately withdrawn my assets from Celsius into cold storage. Their failure to provide adequate alert to a highly unengaged consumer shows they did not make a reason effort to contact me when of course the option to do so existed.
5. Lastly, your honor, per my older brother Michael Benzaken's submission regarding asset ownership pegged against TOU and the clear and unambiguous language, NY law regarding such language under the conditions expressed in his pro se motion, and the case law stated regarding the intent of Celsius et al. relative to seeing asset ownership transference as a taxable event not indicated in their practices in the absence of provided a 1099 for upload (ad likely in their own corporate filings), I agree with all such argument Michael Benzaken has made. I simple don't wish to waste you honor's time in re-reading our points of agreement. This includes his variolous argument regarding the clear and unambiguous language within the TOUs relevant to my account history and his own (and others), in association with the Loan Agreements available to all in so-called Earn; specifically, the "Borrower's

Representation” clause that is clear and unambiguous regarding the owner of the asset, collateral, and returned collateral.

As such, your honor, all of my digital assets were transferred to Celsius under the agreed TOU at the time of 6.7.21, prior to the bifurcation of accounts. Hope you believe I have provided overwhelming evidence that I did not accept (not quite frankly, was I aware) that the TOS, Version 7, language did not mention any differentiating accounts such as Earn vs Custody, and so I assert that all my assets be considered as pure custody and be treated as such. Further, that the language never granted ownership of my assets to Celsius under any conditions, and as such the assets I transferred to the Celsius App should NEVER had remained in so-called Earnings and under the circumstance I have stated above, all assets on my account, stablecoins and otherwise in Earn, ought to be categorized as being in custody and no asset at any time was, is, nor ought be considered property of the Celsius estate.

**EXHIBIT A:**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

	)	
In re:	)	Chapter 11
	)	
CELSIUS NETWORK LLC, <i>et al.</i> , <sup>2</sup>	)	Case No. 22-10964 (MG)
	)	
Debtors.	)	(Jointly Administered)
	)	

Upon the motion (the “Motion”) of Marc Benzaken for entry of an order (this “Order”), granting relief and humbly requesting that the digital assets on his user platform not be property of the estate, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, entered February 1, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that Mr. Benzaken’s notice of the Motion and the Order and opportunity for a hearing thereon were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is **HEREBY ORDERED THAT:**

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized and directed determine that the assets in Marc’s Earn account on the Celsius platform deemed not part of the estate, along with the asset in Marc’s Custody account, stablecoins or otherwise, and that all Marc Benzaken’s assets, in the absence of Earn services being rendered, the sole condition whereby Marc would

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<sup>2</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

have held his assets in Earn, are no longer being rendered and as an unaccredited investor, should therefore default to the low-risk Custody account.

3. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

4. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

5. The Debtors are authorized and directed to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

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For the foregoing reasons, I, Marc Benzaken, humbly appeal to you, your honor, to rule on this Motion that all assets held on my user account in Earn and in Custody, stablecoins or otherwise, be ruled as not property of the state and that all of the assets in my Earn account, as an unaccredited investor, ought to have been relocated to Custody upon the absence of services rendered, the sole-condition whereby a user would agree to retaining his/her assets in Earn, and a right of those in Earn to withdraw such assets at any time without stipulations limiting such rights in the absences of services being rendered anywhere in Celsius TOUV7, the last TOU of which I agreed to. Furthermore, since I had never agreed to TOUV8 as indicated in exhibit C, all of my assets in Earn ought to have been automatically moved to Custody or my account shut down and myself being promoted the right to withdrawal my assets from the platform.

Thank you for your kind consideration,

Respectfully submitted by:

s/ Marc Benzaken

Marc Benzaken

*Pro se creditor and US Non-Accredited "Earn" Customer*

Dated: November 14<sup>th</sup>, 2022

Signed:

*Marc Benzaken*

Fort Lee, New Jersey

Dated: \_\_\_\_\_, 2022

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THE HONORABLE MARTIN GLENN  
CHIEF UNITED STATES BANKRUPTCY JUDGE

## Exhibit B: Log-in History

subject:login celsius

From ▾

Any time ▾

Has attachment

To ▾

Is unread

Advanced search

1-8 of 8

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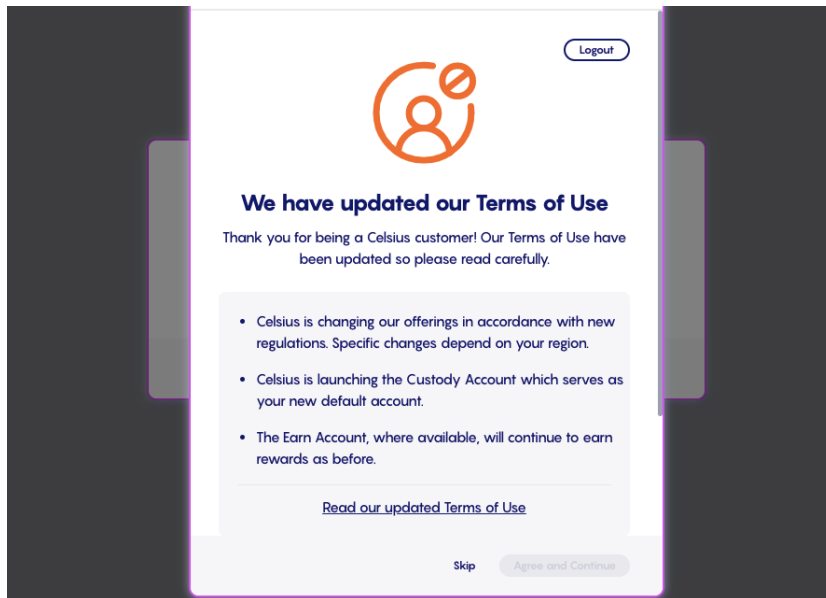
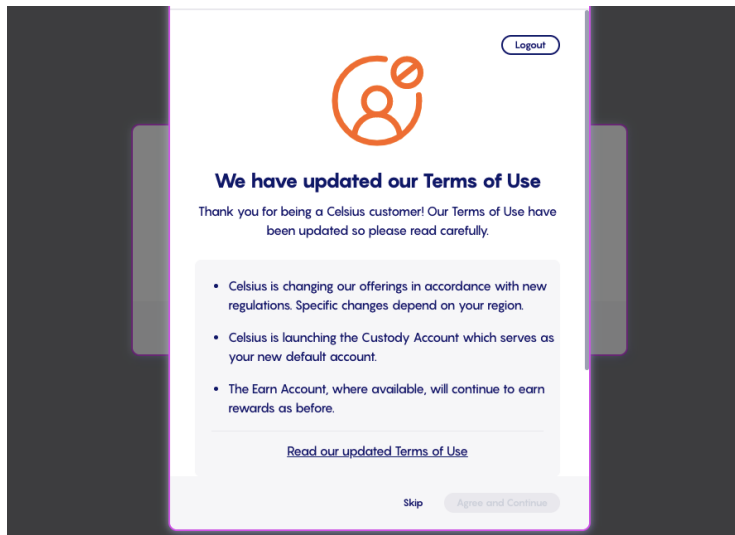
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## Exhibit C: Transaction History

Timestamp	Type	IN Amount	IN Currency	Out Amount	Out Currency	Fee Amount	Fee Currency	Exchange(optio	US Based	Txid
2021-10-31T20:17:00Z	Receive	100.00	MATIC	\$187.00	USD	0	USD	Celsius Network	Yes	353b6ac3-c522-4f21-bf45-93b1c922e4e2
2021-10-31T20:25:00Z	Receive	36469.50	MATIC	\$68,562.66	USD	0	USD	Celsius Network	Yes	447d2871-2296-4e45-a7e5-18f1b5ccc38d
2021-10-31T20:37:00Z	Receive	100.00	USDC	\$100.00	USD	0	USD	Celsius Network	Yes	37665c7d-e45c-460b-abac-3a46ecd21731
2021-10-31T20:42:00Z	Receive	30889.87	USDC	\$30,889.87	USD	0	USD	Celsius Network	Yes	2155dfb3-3135-4ca0-92ef-5c5166f0ba2f
2021-10-31T20:50:00Z	Receive	6162.82	ADA	\$12,085.61	USD	0	USD	Celsius Network	Yes	e408f6c1-330f-4762-a070-c36e4ceec7e5
2021-10-31T20:51:00Z	misc_reward	25.58	ADA	\$40.00	USD	0	USD	Celsius Network	Yes	448952e5-19e2-4546-891c-80b3c1f88363
2021-10-31T20:51:00Z	Receive	13.62	ETH	\$58,222.83	USD	0	USD	Celsius Network	Yes	4ad2e641-ac84-40eb-bc85-e930a8ae2eb8
2021-10-31T20:58:00Z	Receive	424.54	LINK	\$12,621.47	USD	0	USD	Celsius Network	Yes	d5aa8910-ac2f-4eec-8ef2-c1a3a317911
2021-10-31T20:59:00Z	Receive	14.62	AAVE	\$4,563.33	USD	0	USD	Celsius Network	Yes	4b2c1f60-0fca-4f04-9ade-e9e75d83b852
2021-10-31T20:59:00Z	Receive	0.00	BTC	\$20.05	USD	0	USD	Celsius Network	Yes	caa5d740-e575-466a-bb75-16688de7df53
2021-10-31T21:04:00Z	Receive	0.72	BTC	\$43,818.02	USD	0	USD	Celsius Network	Yes	9a60a9ca-8e82-4253-8c23-2dae50f1e59a
2021-10-31T21:14:00Z	Receive	6.38	COMP	\$2,137.50	USD	0	USD	Celsius Network	Yes	e9c29917-2ba3-4f68-8deb-8b5534372a41
2021-10-31T21:28:00Z	Receive	57.40	DOT	\$2,452.44	USD	0	USD	Celsius Network	Yes	288f518-89c6-4861-8432-ccfc3bad4c0e
2021-11-05T05:00:00Z	interest_received	31.48	USDC	\$31.48	USD	0	USD	Celsius Network	Yes	a8f807f5-a1a8-48ae-a17b-45bad37d00b4
2021-11-05T05:00:00Z	interest_received	2.92	ADA	\$5.88	USD	0	USD	Celsius Network	Yes	897beb0d-b9ca-4f6a-8481-506f36db750d
2021-11-05T05:00:00Z	interest_received	37.74	MATIC	\$72.50	USD	0	USD	Celsius Network	Yes	ae52d4e4-4081-4d5b-aa5f-a4c2b0b5bad1
2021-11-05T05:00:00Z	interest_received	0.01	AAVE	\$2.80	USD	0	USD	Celsius Network	Yes	82088ee4-5523-421b-8f39-5225c43044b5
2021-11-05T05:00:00Z	interest_received	0.00	COMP	\$1.25	USD	0	USD	Celsius Network	Yes	a0643415-1159-4ecd-ae53-91568dc25b92
2021-11-05T05:00:00Z	interest_received	0.15	LINK	\$4.71	USD	0	USD	Celsius Network	Yes	f19cef90-4de9-fad4-a191-798beb1d582b
2021-11-05T05:00:00Z	interest_received	0.00	BTC	\$32.00	USD	0	USD	Celsius Network	Yes	1a63200b-53a3-4739-950e-24127e827207
2021-11-05T05:00:00Z	interest_received	0.01	ETH	\$38.43	USD	0	USD	Celsius Network	Yes	72d4833b-e67c-476e-8bee-8967b4b06a0a
2021-11-05T05:00:00Z	interest_received	0.06	DOT	\$3.06	USD	0	USD	Celsius Network	Yes	5bed9d39-6531-4d7c-b464-6c189dbca2f
2021-11-12T05:00:00Z	interest_received	0.01	ETH	\$65.30	USD	0	USD	Celsius Network	Yes	7d7ad542-9815-4b44-9ada-848ab91cde60
2021-11-12T05:00:00Z	interest_received	0.00	BTC	\$54.18	USD	0	USD	Celsius Network	Yes	0e693581-1973-4757-8ed4-dac31066ad94
2021-11-12T05:00:00Z	interest_received	4.72	ADA	\$9.88	USD	0	USD	Celsius Network	Yes	00ca7203-d96f-495a-b8b5-2891b172705f
2021-11-12T05:00:00Z	interest_received	0.24	LINK	\$8.40	USD	0	USD	Celsius Network	Yes	29665a1c-e646-40bd-b036-6c08e74c79d0
2021-11-12T05:00:00Z	interest_received	0.09	DOT	\$4.44	USD	0	USD	Celsius Network	Yes	806b7967-a97f-48b4-a811-fc9e6b2b1c91
2021-11-12T05:00:00Z	interest_received	50.77	USDC	\$50.77	USD	0	USD	Celsius Network	Yes	a74c3ded-fc0f-48a1-9724-5067710f2ac5
2021-11-12T05:00:00Z	interest_received	60.68	MATIC	\$107.15	USD	0	USD	Celsius Network	Yes	f503dda5-2cb1-49cf-9229-8cb47f0dd611
2021-11-12T05:00:00Z	interest_received	0.01	AAVE	\$4.17	USD	0	USD	Celsius Network	Yes	e1a90a6e-4131-49a3-9ec2-12417384500c
2021-11-12T05:00:00Z	interest_received	0.01	COMP	\$1.86	USD	0	USD	Celsius Network	Yes	8c20e0ee-2c6c-40bd-85f7-12012909c13
2021-11-19T05:00:00Z	interest_received	60.78	MATIC	\$92.39	USD	0	USD	Celsius Network	Yes	86d09090-74d9-4b18-982d-88b366ce9217
2021-11-19T05:00:00Z	interest_received	4.72	ADA	\$8.45	USD	0	USD	Celsius Network	Yes	5214042e-2c0e-41a8-be96-dd764b876bdc
2021-11-19T05:00:00Z	interest_received	57.12	USDC	\$57.12	USD	0	USD	Celsius Network	Yes	e1b5b738-fc7c-41a5-a46f-bf5b4bf1f7b2
2021-11-19T05:00:00Z	interest_received	0.01	AAVE	\$3.54	USD	0	USD	Celsius Network	Yes	b4038b39-faad-4059-a5b9-ea00992ec3c
2021-11-19T05:00:00Z	interest_received	0.24	LINK	\$6.51	USD	0	USD	Celsius Network	Yes	97cd3a1a-34b3-425c-9875-f9103463dc97
2021-11-19T05:00:00Z	interest_received	0.01	COMP	\$1.64	USD	0	USD	Celsius Network	Yes	233c599b-46f4-4618-bb21-be4ec12a0fcb
2021-11-19T05:00:00Z	interest_received	0.09	DOT	\$3.71	USD	0	USD	Celsius Network	Yes	7909b9b9-9dd7-43a9-a7ff-473488c6f025
2021-11-19T05:00:00Z	interest_received	0.01	ETH	\$55.48	USD	0	USD	Celsius Network	Yes	d357f7e0-f7aa-4e0b-a5f5-4752958eb2a5
2021-11-19T05:00:00Z	interest_received	0.00	BTC	\$46.87	USD	0	USD	Celsius Network	Yes	129b21c7-5364-4809-9e27-86150ad66f04
2021-11-26T05:00:00Z	interest_received	0.00	BTC	\$32.54	USD	0	USD	Celsius Network	Yes	2befba69-54b4-4045-bdab-19277d596e69
2021-11-26T05:00:00Z	interest_received	0.01	ETH	\$60.46	USD	0	USD	Celsius Network	Yes	3ae14cee-5526-4993-8c18-b2508eddabed
2021-11-26T05:00:00Z	interest_received	0.24	LINK	\$6.32	USD	0	USD	Celsius Network	Yes	4c878a29-e061-480a-b687-5e2f40ccc056
2021-11-26T05:00:00Z	interest_received	0.09	DOT	\$3.66	USD	0	USD	Celsius Network	Yes	72c490da-369e-4818-a737-089f692cccd4
2021-11-26T05:00:00Z	interest_received	60.88	MATIC	\$112.91	USD	0	USD	Celsius Network	Yes	4e75bb6c-f328-448f-9eff-63a7bd8632e8
2021-11-26T05:00:00Z	interest_received	0.01	AAVE	\$3.45	USD	0	USD	Celsius Network	Yes	90a845ab-10ed-4456-f107-4eabe5b9d148
2021-11-26T05:00:00Z	interest_received	57.23	USDC	\$57.23	USD	0	USD	Celsius Network	Yes	276b944f-4abb-4417-a6f8-f197ced8fa2e
2021-11-26T05:00:00Z	interest_received	0.01	COMP	\$1.55	USD	0	USD	Celsius Network	Yes	267c3e9d-898c-4f9a-a95e-ac39535f77f0
2021-11-26T05:00:00Z	interest_received	4.73	ADA	\$7.75	USD	0	USD	Celsius Network	Yes	1d3c6b45-6a56-4e80-98a5-2e9a6bbc3958
2021-11-30T20:26:00Z	misc_reward	0.00	BTC	\$50.00	USD	0	USD	Celsius Network	Yes	d1f607ac-55aa-4c11-96ec-69083f45ac4f
2021-12-03T05:00:00Z	interest_received	4.75	ADA	\$7.98	USD	0	USD	Celsius Network	Yes	eedf175e-d9e2-4e45-aeab-d18ae11c6888
2021-12-03T05:00:00Z	interest_received	0.09	DOT	\$3.36	USD	0	USD	Celsius Network	Yes	cf1a9d5c-57a8-4ae3-99b3-cal10a25c8ac
2021-12-03T05:00:00Z	interest_received	0.01	ETH	\$62.16	USD	0	USD	Celsius Network	Yes	1f6f45f1-acb0-42d8-bcaf-b8a77a098865
2021-12-03T05:00:00Z	interest_received	0.01	COMP	\$1.50	USD	0	USD	Celsius Network	Yes	174e0485-cc50-4d5d-8628-f599ce143ee0
2021-12-03T05:00:00Z	interest_received	0.24	LINK	\$5.98	USD	0	USD	Celsius Network	Yes	e1cad409-173a-4e34-988d-5ae5d0a35bc9
2021-12-03T05:00:00Z	interest_received	0.00	BTC	\$31.82	USD	0	USD	Celsius Network	Yes	dff6db4d-6988-4ee1-942b-c0611725d1a6
2021-12-03T05:00:00Z	interest_received	57.34	USDC	\$57.34	USD	0	USD	Celsius Network	Yes	09c3df41-9aff-4aaa-850c-93a4fca242a
2021-12-03T05:00:00Z	interest_received	60.99	MATIC	\$129.90	USD	0	USD	Celsius Network	Yes	8afdl9a4-8a70-4f07-ab10-d072518ae696
2021-12-03T05:00:00Z	interest_received	0.01	AAVE	\$3.24	USD	0	USD	Celsius Network	Yes	2fe5a145-9463-4075-8e78-4647ae918974
2021-12-03T05:00:00Z	interest_received	0.01	AAVE	\$3.29	USD	0	USD	Celsius Network	Yes	6119284c-88c7-d0d6-8293-74face864f5
2021-12-10T05:00:00Z	interest_received	57.44	USDC	\$57.44	USD	0	USD	Celsius Network	Yes	d18e8eb3-e01c-43a9-9f42-8cc9b96ec3d4
2021-12-10T05:00:00Z	interest_received	61.09	MATIC	\$134.96	USD	0	USD	Celsius Network	Yes	38bd2713-a536-4879-b43d-ae9304a7543d
2021-12-10T05:00:00Z	interest_received	0.09	DOT	\$2.57	USD	0	USD	Celsius Network	Yes	6e098a18-bd63-4ade-83cf-36bd4a59a9f5
2021-12-10T05:00:00Z	interest_received	4.75	ADA	\$6.18	USD	0	USD	Celsius Network	Yes	ab593f75-0f61-477e-8602-ababfec2c74c
2021-12-10T05:00:00Z	interest_received	0.01	COMP	\$1.09	USD	0	USD	Celsius Network	Yes	5a3df31-3f69-47e4-a356-64a017a818040
2021-12-10T05:00:00Z	interest_received	0.01	ETH	\$56.80	USD	0	USD	Celsius Network	Yes	024ffad2-b23d-4488-8fbc-c548ec115bf1
2021-12-10T05:00:00Z	interest_received	0.24	LINK	\$4.86	USD	0	USD	Celsius Network	Yes	f5ab96a3-8958-4811-a27e-27b0ce0e0ddc
2021-12-10T05:00:00Z	interest_received	0.00	BTC	\$27.20	USD	0	USD	Celsius Network	Yes	6e0a1502-1b8e-45d9-b23b-d02bc56bb3f9

**Exhibit D: TOUV8 – never accepted**



## Exhibit E: Change of TOS TimeLine

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Changes to the Terms of Use Version 4 were implemented primarily to include New York and Washington as states in which Celsius accounts were available.

10. Attached hereto as Exhibit A-8 is a copy of the Terms of Use in effect from on or around September 30, 2020 to July 21, 2021 (the “Terms of Use Version 5”).

11. Attached hereto as Exhibit A-6 is a copy of the Terms of Use in effect from on or around July 22, 2021 to August 2, 2021 (the “Terms of Use Version 6”). The Terms of Use Version 6 were implemented in response to, among other things, significant changes that were made as a result of a change of the legal entity where the majority of Debtors’ cryptocurrencies were held—moving those cryptocurrencies from being held by Celsius Network Limited in the United Kingdom to being held by Celsius Network LLC in the United States. Existing customers and counter parties were advised of the updated Terms of Use Version 6 via email on the date the Terms of Use Version 6 went into effect.<sup>4</sup>

12. Attached hereto as Exhibit A-7 is a copy of the Terms of Use in effect from on or around August 3, 2021 to April 13, 2022 (the “Terms of Use Version 7”). The Terms of Use Version 7 essentially corrected typographical errors in the Terms of Use Version 7.

13. Attached hereto as Exhibit A-8 is a copy of the Terms of Use in effect from on or around April 14, 2022 to date (the “Terms of Use Version 8”). The Terms of Use Version 8 were implemented in response to, among other things, significant changes in the services offered to customers in the United States, including the Custody Service. New customers and counter parties in the United States were advised of the Terms of Use Version 8 via email on the date the Terms of Use Version 8 went into effect and were requested to consent to the Terms of Use Version 8 prior to using the Debtors’ platform.<sup>5</sup>

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<sup>4</sup> An example email has been attached hereto as Exhibit E.

<sup>5</sup> An example email has been attached hereto as Exhibit F.